

Academy of Collaborative Education

Board Meeting

Published on May 20, 2025 at 7:02 AM CDT

Date and Time

Wednesday May 21, 2025 at 3:30 PM CDT

Location

The Center for Children and Families, Inc.
622 Riverside Dr.
Monroe, LA 71201

Amy Marcus is inviting you to a scheduled Zoom meeting.

Topic: ACE Board Meeting

Time: This is a recurring meeting. Meet anytime

Join Zoom Meeting

<https://us06web.zoom.us/j/86737566368>

Meeting ID: 867 3756 6368

One tap mobile

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- +1 564 217 2000 US
- +1 669 444 9171 US
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Meeting ID: 867 3756 6368

Find your local number: <https://us06web.zoom.us/j/ksFZV05P9>

Pursuant to the Louisiana Open Meetings Law - La. R.S. 42:19, notice is hereby given to the members of the Board of Directors of Academy of Collaborative Education and to the general public that the Board will hold a regular, special, or rescheduled meeting open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

In accordance with La. R.S. 42:17.2, this board meeting will be held virtually. Members of the public can access it through the link on the website. The anchor location for the meeting will be The Center for Children and Families, Inc., located at 622 Riverside Dr., Monroe, LA 71201.

Any individual who wishes to make a public comment on one or more items on the agenda, but cannot attend the meeting in person, must submit their comment to boardchair@aceforasd.org no less than 24 hours before the board meeting. The comment should include the individual's full name and the name of the agenda item on which they are commenting.

Once the Board President/Chair calls for public comment on a specific agenda item and recognizes the speaker, the individual wishing to make an in-person public comment on an agenda item should be prepared to speak for no longer than 3 minutes. Before commencing with their public comment, the individual must state their full name.

The names of all individuals submitting public comments shall be recorded in the meeting minutes.

Agenda

	Purpose	Presenter	Time
I. Opening Items			3:30 PM
A. Record Attendance		Holly Allen	2 m
President requests Secretary record attendance of board members and guest participants.			
B. Call the Meeting to Order		Amy Marcus	1 m
The president, or the President's designated officer, calls the meeting to order.			
C. Approve Minutes	Approve Minutes	Amy Marcus	1 m
Approve minutes for Board Meeting on April 16, 2025			
D. Approval of May Meeting Agenda	Vote	Amy Marcus	1 m
Approval of May Meeting Agenda as presented.			
II. Reports			3:35 PM
A. Executive Director Report	FYI	Joellen Freeman	10 m
Executive Director's report: Organization's performance Strategic progress Financial health Significant risks Opportunities			
B. Committee Reports	Discuss	Amy Marcus	30 m
Board committees report on any critical business related to their committee, including any proposed action items to be voted on by the full board. Draft minutes of the May committee meetings are attached for reference. Committees will report in the following order:			
<ul style="list-style-type: none"> • Governance (Kara Maggiore) <ul style="list-style-type: none"> ◦ ED Support and Evaluation Process ◦ Board Retreat Agenda ◦ Nepotism policy ◦ Instructional minutes in excess (required attendance date change for students) • Finance (Latner McDonald) 			

	Purpose	Presenter	Time
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- Updates on budgets
- BCBA and OT contracts
- Facilities (Davy Mize)
 - Update on the sixth-grade expansion
- Academic Excellence (Amy Marcus)

III. Action Items 4:15 PM

- | | | | | |
|---|---|------|---------------|-----|
| A. | Approval of ED Support and Evaluation Process | Vote | Kara Maggiore | 5 m |
| B. | Annual Board Retreat Agenda | Vote | Kara Maggiore | 5 m |
| C. | BCBA and OT contracts for the upcoming SY | Vote | Amy Marcus | 5 m |
| This is a board vote to approve the funding of these two contracts. | | | | |
| D. | Nepotism Policy | Vote | Amy Marcus | 5 m |
| E. | Retroactive approval of the modification of the students' last day of required attendance | Vote | Amy Marcus | 5 m |

IV. Other/Old Business 4:40 PM

- | | | | | |
|-----------|---|-----|------------|-----|
| A. | Upcoming: June Board Meeting/Annual Retreat | FYI | Amy Marcus | 2 m |
|-----------|---|-----|------------|-----|
- The next meeting will be the ACE Board Annual Retreat on June 14, 2025.
- Please bring your laptop.
- Recurring committee and board meeting dates are posted on the website and will be updated by the end of this month, if necessary.

V. Closing Items 4:42 PM

- | | | | | |
|-----------|-----------------|------|------------|-----|
| A. | Adjourn Meeting | Vote | Amy Marcus | 1 m |
|-----------|-----------------|------|------------|-----|

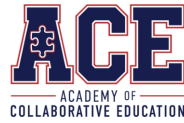
In accordance with the Americans with Disabilities Act, if you need special assistance at a public meeting of Academy of Collaborative Education, please contact Joellen Freeman at jcfreeman@aceforasd.org describing the assistance that is necessary.

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	C. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on April 16, 2025

APPROVED



Academy of Collaborative Education

Minutes

Board Meeting

Date and Time

Wednesday April 16, 2025 at 3:30 PM

Location

Academy of Collaborative Education

505 Glenmar Avenue

Monroe, LA 71201

Amy Marcus is inviting you to a scheduled Zoom meeting.

Topic: ACE Board Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://us06web.zoom.us/j/86737566368>

Meeting ID: 867 3756 6368

One tap mobile

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In accordance with La. R.S. 42:17.2, this board meeting will be held virtually. Members of the public can access it to the link referenced on the website. Anchor location for the meeting will be the school, Academy for Collaborative Education, 505 Glenmar Ave, Monroe, LA 71201.

Directors Present

Amy Marcus, Anna Grimmert, Carmen Parks, Davy Mize, Holly Allen, Kara Maggiore (remote), Latner McDonald, Richard Cannon, Rob Turner

Directors Absent

None

Ex Officio Members Present

Joellen Freeman (remote), Karen Roberson, Mike Dunn

Non Voting Members Present

Joellen Freeman (remote), Karen Roberson, Mike Dunn

Guests Present

Diamond Melton, Glenn Pierce (remote), Melissa Corolla (remote), Tammy Morgan

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Kara Maggiore called a meeting of the board of directors of Academy of Collaborative Education to order on Wednesday Apr 16, 2025 at 3:41 PM.

C. Approve Minutes

Carmen Parks made a motion to approve the minutes from Board Meeting on 03-19-25.

Davy Mize seconded the motion.

Holly Allen and Kara Maggorie abstained from vote.

The board **VOTED** to approve the motion.

D. Approval of April Meeting Agenda

II. Reports

A. Executive Director Report

Joellen Freeman and *** currently in Miami at continuing education.

Current Statistics:

Attendance Record 88%

Enrolled are 117 students for 2025-2026 school year; full capacity is 126.

ACE now contacting "interested" parents to complete paperwork, perform screening, etc.

Returning Teachers - 10

Returning Paraprofessionals - 5

Returning Therapist - 1

Returning Nurse -1

Returning Substitute Nurse 1

Returning Administrative Asst - 1

Leap Connect completed. Leap testing to begin April 22, 2025.

Report cards issued on 4/2/2025. IEP progress reports issued on 4/9/2025.

Charter Audit Visit schedule for 4/23/25.

Significant School Events:

Field Trip Moccasins Practice for grades K-2 and separately for remaining games.

Family Night at Moccasins game successful.

Easter Egg Hunt held 4/16/2025 and was successful.

B. Committee Reports

COMMITTEE REPORTS:

"Governance Committee" Update as reported by Kara Maggiore.

- Currently working to put in place standards for Executive Director evaluation.
- Will bring to Board for approval at next meeting
- Board Retreat is June 14, 2025, from 8-5AM.

"Finance Committee" Update as reported by Mike Dunn.

- Currently working on 2025-2026 budget to include additional income streams.
- Working to bridge potential 2024-2025 deficit.
- Will timely report as necessary to facilitate board approval.

"Facilities Committee" Update as reported by Rob Turner.

- Update on "necessary expansion" regarding 2 - 6th grade classrooms and modifications to tighten security in reception area.
- Update on "desired expansion" regarding nursing space, conference room, etc.
- Continuing to obtain bids.
- Anticipate completion of "necessary expansion" to be appx. 4 weeks.

"Academic Excellence Committee" Update as reported by Carmen Parks.

- Faith Gremillion and Cindy Faust added to committee.
- Calendar for upcoming school year in packet.
- All voting board members approved 2025-2026 School Calendar.
- Diamond Melton Question re: BCBA's on Staff. ACE currently has 2 BCBA's who supervise 14 line-technicians.

"Academic Excellence Committee" - As reported by Carmen Parks.

Faith Gremillion and Cindy Faust added to committee.

Diamond Melton Question re: BCBA's on Staff. ACE currently has 2 BCBA's who supervise 14 line-technicians.

Calendar for upcoming school year in packet.

All voting board members approved 2025-2026 School Calendar.

III. Action Items

A. Approval of the ACE 2025-2026 school year calendar

2025-2026 Calendar Year.

Follow Monroe City School District as closely as possible as they supply ACE food services.

Start August 11 and end May 22, 2026.

Time will be extended by 5 minutes each day to meet required instructional minutes, which maintaining 1/2 day on Wednesday.

Days are built-in to the calendar for teacher in-service and workdays.

3-weeks built into the calendar for ESY.

Rob Turner motioned to approve 2025-2026 calendar.

Richard Cannon seconded the motion.

No questions received from public or board.

Motion passed unanimously.

IV. Other/Old Business

A. Upcoming: May Board Meeting

May 21, 2025 Board Meeting

Discussed possibility of moving board meeting to different location.

Busy Meeting: Budget Approval, Executive Director evaluation and Annual Meeting Agenda.

B. Annual Meeting/Retreat Scheduling

June 14, 2025 Annual Meeting.

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:25 PM.

Respectfully Submitted,

Holly Allen

Anna Grimmatt made a motion to Adjourn Meeting.

Amy Marcus seconded the motion.

The board **VOTED** to approve the motion.

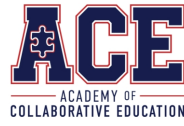
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Coversheet

Committee Reports

Section: II. Reports
Item: B. Committee Reports
Purpose: Discuss
Submitted by:
Related Material:
2025_05_08_facility_development_committee_meeting_minutes-2.pdf
2025_05_07_academic_excellence_committee_meeting_minutes-2.pdf
2025_05_14_finance_committee_meeting_minutes.pdf
2025_05_13_governance_committee_meeting_minutes.pdf
ACE_ED_Evaluation_Process_Phases_Dated.docx
ACE Board Retreat Agenda 6-14-2025.docx
4934-6800-2373 v.2 ACE - Employee conflict of interest and nepotism policy.docx
BCBA Supervision Contract_ex_1.docx-3.pdf
Jason_Riley.OTcontract-2.pdf
3914 Student information privacy legislative intent definitions prohibitions par.pdf
4862-3756-2285 v.1 ACE- Student PII Addendum.docx
4869-9807-5563 v.1 TEMPLATE - ACE and Contractor - Professional Services Agreement.docx

DRAFT



Academy of Collaborative Education

Minutes

Facility/Development Committee Meeting

Date and Time

Thursday May 8, 2025 at 3:30 PM

Pursuant to Louisiana Open Meetings Law - La. R.S. 42:19, notice is hereby given to the members of the Board of Directors of Academy of Collaborative Education and to the general public that the Board will hold a regular, special, or re-scheduled meeting, open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

<https://us06web.zoom.us/j/84692387969>

Committee Members Present

Amy Marcus (remote), Davy Mize (remote), Joellen Freeman, Richard Cannon

Committee Members Absent

Karen Roberson, Rob Turner

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Davy Mize called a meeting of the Facility/Development Committee of Academy of Collaborative Education to order on Tuesday Oct 10, 2023 at 3:34 PM.

C. Approve Minutes

Richard Cannon made a motion to approve the minutes from Facility/Development Committee Meeting on 04-10-25.

Joellen Freeman seconded the motion.

The committee **VOTED** to approve the motion.

II. Davy Mize as Facilities board chair

A. Discussion around the change in chair

Davy Mize is now the Facilities' committee chair. The change in chair is due to Rob Turner's resignation from the ACE board of directors. Per ACE bylaws, a committee chair seat must be filled by an ACE board member.

III. Facility/Development

A. 6th Grade Expansion

TBA has been engaged as the architect of record, and New Schools Facilities Partners will assist with facilitation of the 6th grade expansion.

Burns (HVAC) will meet Davy at the school on Monday to assess the four new classrooms relative to the HVAC capacity.

Then, the project will be put out to contractors for bid.

The project will begin the first week of June and be complete by August 11.

B. 6th-grade expansion: deadlines for the budget and project timeline

Reviewed 6th Grade Expansion project and plans.

If existing HVAC will not support four classrooms, we will purchase mini-splits to accommodate them.

The new classrooms will be small (372 sq. ft.), so we will need to add storage in the hallway going to the 5th/6th grade.

If the classrooms are too small, there's also a possibility that other classroom moves may be made.

CSP money can help pay for equipment, technology, furniture, curriculum, etc.

C.

Volunteer workdays

Discussed volunteer workdays for demolition, painting, and clean-up.

Davy will coordinate with other PVO members.

D. Decisions reached regarding additional building alterations

Discussed additional building alterations with consideration of finances.

All proposed additional building alterations will wait until next year.

IV. Other Business

A. Review ACE Strategic and Actual Calendar

Amy asked the members to review the attached calendar and send feedback regarding the placement of this committee's responsibilities and presentations.

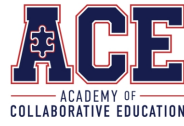
V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:25 PM.

Respectfully Submitted,
Amy Marcus

In accordance with the Americans with Disabilities Act, if you need special assistance at a public meeting of Academy of Collaborative Education, please contact Joellen Freeman at jcfreeman@aceforasd.org describing the assistance that is necessary.

DRAFT

Academy of Collaborative Education

Minutes

Academic Excellence Committee Meeting

Date and Time

Wednesday May 7, 2025 at 3:00 PM

Pursuant to Louisiana Open Meetings Law - La. R.S. 42:19, notice is hereby given to the members of the Board of Directors of Academy of Collaborative Education and to the general public that the Board will hold a regular, special, or re-scheduled meeting, open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

Committee Members Present

Amy Marcus (remote), Carmen Parks, Joellen Freeman, Karen Roberson

Committee Members Absent

None

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Amy Marcus called a meeting of the Academic Excellence Committee of Academy of Collaborative Education to order on Wednesday May 7, 2025 at 3:06 PM.

C.

Approve Minutes

Joellen Freeman made a motion to Approve the minutes from Academic Excellence Committee Meeting on 04-02-25.

Karen Roberson seconded the motion.

The committee **VOTED** unanimously to approve the motion.

Roll Call

Carmen Parks Aye

Joellen Freeman Aye

Amy Marcus Aye

Karen Roberson Aye

II. New Academic Excellence Chair

A. Discussion and questions around the change of chair for the Academic Excellence Committee

While ACE's bylaws require a board member to chair each committee, they do not prohibit a co-chair who is not on the ACE board.

Carmen Parks has recently resigned from the ACE board of directors.

Therefore, Amy Marcus and Carmen Parks will be co-chairs of the Academic Excellence Committee as we advance.

III. Academic Excellence

A. Testing update

Karen Roberson provides updates on LEAP Connect scores, which are in, and LEAP testing, which should be completed by this Friday.

All other testing is complete.

Karen and Joellen mention the completion of DIBELS and the need to close ALL data collection by May 16th.

B. End of year 24-25 school year

Due to incomplete data, the committee decided to push the presentation to the ACE board regarding academic goals to the August board meeting.

They also discussed the need for a written retention plan.

Joellen asked that the committee review the contract for the new BCBA and send proposed edits and feedback to her by this Friday.

C. Discuss Academic Excellence 2025-26 Goals and BOT Dashboard Goals

Amy will adjust the date for the committee's board presentation to August.

The committee discussed and approved Carmen's Academic Excellence goals for the upcoming school year.

They also discussed the importance of consistent and quality training for line-techs and staff.

ACE Parent Academy, with topics like ABA 101, ASD Resources 101, and community resources, was proposed.

Carmen and Faith Gremillion will collaborate to provide parent training, and the committee plans to survey parents for their input on topics.

Carmen discusses the DARE program and possibly modifying it for ACE students.

D. Review Actual and Strategic Calendar

The committee looked at the board's Strategic and Actual calendar.

Amy asked each member to review the scheduled events for this committee and respond with feedback and proposed edits to boardchair@aceforasd.org by next Friday.

IV. Other Business

A. ACTION ITEMS:

Review and provide feedback on the virtual BCBA contract by Friday.

Review and provide feedback on the Strategic and Actual board calendar.

Create and send a survey to parents to gather input on topics for the "Parent Academy" sessions.

V. Closing Items

A. Adjourn Meeting

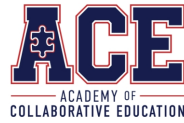
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:08 PM.

Respectfully Submitted,

Amy Marcus

In accordance with the Americans with Disabilities Act, if you need special assistance at a public meeting of Academy of Collaborative Education, please contact Joellen Freeman at jcfreeman@aceforasd.org describing the assistance that is necessary.

DRAFT



Academy of Collaborative Education

Minutes

Finance Committee Meeting

Date and Time

Wednesday May 14, 2025 at 2:00 PM

Pursuant to Louisiana Open Meetings Law - La. R.S. 42:19, notice is hereby given to the members of the Board of Directors of Academy of Collaborative Education and to the general public that the Board will hold a regular, special, or re-scheduled meeting, open to the public as specified below. To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other Board members, and Board members should not reply to this message.

Committee Members Present

Amy Marcus (remote), Anna Grimmett (remote), Joellen Freeman, Latner McDonald (remote), Mike Dunn (remote)

Committee Members Absent

None

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Latner McDonald called a meeting of the Finance Committee of Academy of Collaborative Education to order on Wednesday May 14, 2025 at 2:03 PM.

C. Approve Minutes

Amy Marcus made a motion to approve the minutes from Finance Committee Meeting on 04-09-25.

Anna Grimmatt seconded the motion.

The committee **VOTED** to approve the motion.

II. Finance

A. 2025/2026 FY budget update

Joellen Freeman and Mike Dunn discuss the development of the 2025-2026 budget and their meeting that took place this past Monday.

Joellen Freeman and Mike Dunn discuss the need for salary and technology information.

Freeman mentions a meeting with Tammy Morgan to discuss the CSP and potential vehicle purchase.

Michael Dunn explains the challenges of projecting high-cost services revenue.

Michael Dunn highlights the delay in receiving Medicaid and high cost services funds.

B. Update on Special Committee

Joellen Freeman plans to increase the line of credit line with Progressive or add an additional line of credit that is not connected to the CSP.

Anna Grimmatt suggests maintaining a higher balance to avoid interest on the line of credit.

III. Other Business

A. Contract review for PT & ABA

Joellen Freeman and Latner McDonald discuss the terms of the occupational therapy contract.

Michael Dunn emphasizes the importance of obtaining certificates of insurance for contractors.

Joellen Freeman and Latner McDonald discuss the need for background checks and proof of insurance.

Joellen Freeman updates the telehealth service contract with two independent BCBA's.

Latner McDonald and Joellen Freeman discuss the need for detailed documentation and supervision.

Joellen Freeman mentions the new platform for monitoring and billing.

Latner McDonald and Joellen Freeman discuss the importance of clear job descriptions and compliance.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:54 PM.

Respectfully Submitted,
Latner McDonald

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DRAFT



Academy of Collaborative Education

Minutes

Governance Committee Meeting

Date and Time

Tuesday May 13, 2025 at 3:30 PM

Location

<https://us06web.zoom.us/j/86737566368>

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Committee Members Present

Amy Marcus (remote), Holly Allen (remote), Joellen Freeman, Kara Maggiore (remote)

Committee Members Absent

None

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Kara Maggiore called a meeting of the Governance Committee of Academy of Collaborative Education to order on Tuesday May 13, 2025 at 3:35 PM.

C. Approval of Committee Meeting Minutes

Holly Allen made a motion to Approve minutes as.

Amy Marcus seconded the motion.

No discussion.

The committee **VOTED** unanimously to approve the motion.

II. Governance

A. Report: Executive Director Update

- Draft of budget by end of week.
- Pre-planning for CSP next fiscal year.
- Biggest hitch is estimating high cost services. Plan to be incredibly conservative on predictions.
- June retreat will be first discussion and then we will hold a special meeting before June 30.
- Cyber Security - ED got a suspicious email from an account that appeared to be Baker Donelson. ED quickly confirmed with Baker Donelson attorney, Melissa Grand, that it was their breach and not ACE. ACE did, however, did pay a \$926 invoice before confirmation. Sarah Anderson, a cyber attorney, represents ACE in the matter. Investigation proved that ACE was not breached. GOHSEP is putting ACE through a free government program called Crowd Strike that will enhance our security. In process of adding the program. Multi-factor authentication enforced and passwords changed to higher rigor. Training and update provided to staff immediately.

B. Discussion: Executive Director Evaluation

- Entry for all forms will be done directly into BoardOnTrack
- Joellen completed self-evaluation, and it was sent out to the board members.
- Evaluation will be completed before and reviewed at retreat.
- Committee Members: governance committee members and Anna Grimmatt as a finance expert.
- No additional feedback from committee members.

C. Discussion: Annual Board Meeting + Retreat

See attached updated / edited retreat agenda document.

D. Discussion: Nepotism Policy

Needed a policy that accounts for potential conflicts of interest related to potential nepotism in hiring. Policy needs to be tightened and created by a lawyer. ED will ask

lawyer to produce policy by Monday for full governing board meeting. Governance committee will recommend that we have a policy but will refrain from recommending a specific policy and vote along with other board members on presented policy at full board meeting.

III. Action Items

A. Recommendation of ED Evaluation Process

Kara Maggiore made a motion to Recommend approval of ED evaluation process as presented.

Amy Marcus seconded the motion.

The committee **VOTED** unanimously to approve the motion.

B. Recommendation of Annual Board Meeting + Retreat Agenda

Amy Marcus made a motion to Recommend to approve annual board meeting and retreat agenda edited and updated during governance committee discussion.

Joellen Freeman seconded the motion.

[Updated Board Retreat + Annual Meeting Agenda](#)

The committee **VOTED** unanimously to approve the motion.

C. Recommendation for Nepotism Policy

Kara Maggiore made a motion to Recommend adopting a Nepotism policy in the employee handbook.

Holly Allen seconded the motion.

The committee **VOTED** unanimously to approve the motion.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:09 PM.

Respectfully Submitted,
Kara Maggiore

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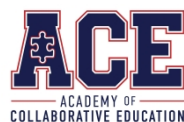
ED (CEO) Evaluation Process Phases

Step:	Action:	Completion Criteria:	Date:
Preparation	Create the ED Support and Evaluation Committee	Board chair creates the ED Support and Evaluation Committee with members and a committee chair	3/22/24
Preparation	Select the Survey	Evaluation Coordinator chooses the evaluation survey to use	3/19/25
Preparation	Customize the Survey	Make any changes to the chosen survey or create a new survey	3/19/25
Self-Evaluation	Start the ED Self-Evaluation	Evaluation Coordinator clicks the Invite button to notify the ED	4/28/25
Self-Evaluation	Complete the ED Self-Evaluation	Person being evaluated completes the survey	5/8/25
Self-Evaluation	Share the ED Self-Evaluation Report with the Board	Coordinator shares the self-evaluation results with all board members	5/10/25
Evaluation	Start the Evaluation	Evaluation coordinator invites board members and/or direct reports to take their ED evaluation	5/21/25
Evaluation	Complete the Evaluation of the ED	All participants complete their surveys	5/26/25
Report	Share the ED Evaluation Report with the Board	Coordinator shares the full survey report with all board members	5/28/25
Documentation	Create and upload the ED Memo	Committee chair drafts memo for the ED and uploads it to the documentation area	6/10/25
Documentation	Finalize the ED Memo (during Executive Session)	Ed Support and Evaluation Committee facilitates a full board session to review the memo and evaluation details	6/14/25
Documentation	Share the ED Memo with the ED (Executive Session)	ED Support and Evaluation Committee and the ED meet to review the memo	6/14/25
Goals	Draft the Goals (during "Gallery Walk" for board members)	ED drafts goals for next year, gets feedback from board committees, and meets again with the ED Support and Evaluation Committee	6/14/25
Goals	Approve the Goals	Full board ratifies the final goals after the ED presents them	6/14/25

Academy of Collaborative Education 2025 Board Retreat Agenda

Time	Activity	Objective	Facilitator
8:00 – 8:45 AM	~Welcome + Breakfast~ Board Member Task Lists BoardOnTrack	<ol style="list-style-type: none"> 1. Socialize and get board members set up for a successful retreat and year. 2. Complete board member physical files. 3. Log into BoardOnTrack on board members' laptops and prepare for retreat. 	Amy
8:45 – 9:00 AM	"Quick Frame" Annual Meeting + Retreat Objectives	<ol style="list-style-type: none"> 1. FY25 Wrap-up, including ED Evaluation 2. FY26 Strategic Plan + ED Goals 3. FY26 Board + Committee Goals 4. First FY26 Budget Review 5. Board Member training re: meeting engagement 6. Enhance BoardOnTrack Proficiency 	Kara
9:00 – 9:30 AM	Final FY25 Executive Director Update	<ol style="list-style-type: none"> 1. Review ACE's Mission, Vision, Values, and Priorities 2. ACE history and "WHY" 3. EOY Update: Student data, Finance, and Facilities 	Joellen
9:30 – 10:30 AM	Executive Session <i>*Board + ED only*</i>	<ol style="list-style-type: none"> 1. Review ED Evaluation Final Memo. 2. Provide ED final rating and feedback. 3. ED asks any questions re: evaluation. 	Amy
10:30 – 11:00 AM	FY25-28 Strategic Plan	<ol style="list-style-type: none"> 1. Present and review ACE Strategic Plan (FY25-28) 2. Gallery Walk – Board members engage with strategic plan through the WOOP framework. 	Joellen
11:00 – 11:15 AM	FY26 Executive Director Goals	<ol style="list-style-type: none"> 1. Present ED 25-26 goals to full board 2. Vote to ratify or not. 	Joellen Amy
11:15 – 11:30 AM	FY25 Board Data Review	<ol style="list-style-type: none"> 1. Review data gleaned from 2024-25 board assessments, surveys, self-evals, etc. to 	Amy

		better inform FY26 board goals.	
11:30 – 12:00 PM	LUNCH	LUNCH	LUNCH
12:00 PM – 1:00 PM	Draft Annual 25-26 Board Committee Goals	1. Begin drafting FY26 SMART committee goals to support strategic plan and ED goals.	All
1:00 – 1:30 PM	Debrief 25-26 Board Committee Goals	1. Each committee shares proposed FY26 SMART goals and how the committee plans to achieve those goals. 2. Debrief goals among full board.	All
1:30 – 1:45 PM	Break	Break	Break
1:45 – 2:15 PM	Finance Terms 101	1. Training for board members regarding financial oversight.	Anna
2: 15 – 2:45 PM	Finance Questions	1. Review of questions board members should be able to answer re: financial health of the organization.	Latner
2:45 – 3:15 PM	Discussion: FY26 Operational Budget	1. ED presents FY26 operational budget for board member discussion and feedback.	Joellen
3:15 – 3:30 PM	Academic Excellence Questions	1. Review of questions board members should be able to answer re: academic performance of the school.	Amy
3:30 – 3:45 PM	Break	Break	Break
3:45 – 4:15 PM	Board Action Items	1. Vote on FY26 Board Officers 2. Vote on FY26 board and committee meetings' schedules.	Amy
4:15 – 4:30 PM	Closing	NOTE: Goals will be entered into board calendar and BoardOnTrack, broken down into tasks with due-dates, and used to drive board and committee agendas.	Amy
4:30 – 5:00 PM	Task List	Complete task list “check-out” with Amy before leaving.	Amy



Nepotism and Conflict of Interest Policy

25-26SY

Purpose:

The purpose of this policy is to ensure that all employment decisions at Academy of Collaborative Education (ACE) are made based on merit and qualifications, free from favoritism or perceived conflicts of interest. This policy is designed to promote fairness, transparency, and public trust.

1. ACE Code of Ethics

ACE and all of its employees, officers, representatives, or trustees are bound by and must comply with the provisions in the Louisiana Code of Governmental Ethics. (See [LA-R.S. 42:1111](#), et seq.). This generally means that all transactions or agreements entered into by ACE must be carefully assessed to ensure that there are no “conflicts of interest.” A “conflict of interest” occurs when the personal interest, financial or otherwise, of a person who owes a duty to ACE actually or potentially diverges with the person’s professional obligations to the best interest of ACE.

It is the policy and practice of ACE that no employee shall use their relationship or employment with the school, or any of its parents or students, for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations, or business entities. Employees, officers, representatives, and trustees are strictly prohibited from directly or indirectly accepting favors, additional compensation, or anything of economic value in connection with any transaction or business being conducted by ACE. Any appearance of favoritism or influence in doing business with or on behalf of ACE is strictly prohibited.

Employees must complete required Ethics training during the first month of the school year. Employees are required to seek out trainings that comply with the Louisiana Ethics Administration Program. Available trainings can be found on the [Louisiana Ethics Administration Program website](#).

ACE’s Code of Ethics should not be construed as in any way limiting the obligations on public employees and public servants in the Louisiana Code of Ethics.

2. Outside Employment

While employees may hold outside jobs, ACE employees must still meet the performance standards of their position and scheduled workday. Further, any outside employment that creates a conflict of interest is prohibited. Employees whose financial situations require them to hold a second job, part-time or full-time, or who intend to engage in a separate business enterprise of their own must disclose to ACE in writing the outside employment.

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aceforasd.org | (318) 327.8223
Tax ID: 86-3614943



Employees may not conduct outside work during ACE working time or use school property, equipment, or facilities in connection with outside work. If ACE determines that an employee's outside work interferes with their performance or that the employee is failing to meet ACE expectations because of the outside work, the employee may be asked to terminate the outside employment if they wish to remain employed with ACE.

If during the course of the employee's employment with ACE the outside job causes a conflict with the employee's role with ACE or results in benefit or gain by the employee in violation of the Code of Ethics, ACE has the discretion to evaluate whether it is appropriate for that employee to maintain both outside and ACE employment and has the discretion to ask the employee to terminate the outside employment if they wish to remain employed with ACE. This policy applies to all instances of outside employment including while on approved leave.

3. Relatives

ACE recognizes that it may employ members of the same family. However, one family member may not directly or indirectly supervise another or process, review, or audit the work of another. For purposes of this policy, family members include spouses, parents, stepparents, siblings, stepsiblings, children, stepchildren, and aunts/uncles. Further, a supervisor may not hire or supervise an individual if that individual and the supervisor have an ongoing romantic relationship.

4. Performance Evaluations and Oversight

If a familial relationship exists within the same department or school, a plan must be developed to ensure a neutral third party oversees evaluations, supervision, and any personnel actions. Employees may not participate in the evaluation or disciplinary process of any immediate family member.

The Executive Director will appoint a designee to provide or will provide evaluations, supervision, make promotion decisions, or disciplinary actions as appropriate. Appointees may include the Principal, Executive Director, or Program Manager as may be necessary.

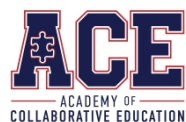
5. Hiring Procedures

All vacancies will be publicly posted and open to all qualified applicants.

A hiring panel will be impaneled for interviews, and panel members should disclose any relationships with applicants and recuse themselves prior to the interview process.

Interview documentation and hiring rationales should be retained and available for review to demonstrate fair and equitable selection processes.

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6. Fraternization

ACE's success depends on positive employee morale and good team working relationships. ACE recognizes that sometimes romantic relationships can develop between people who work together. However, such relationships between a supervisor and a subordinate often cause morale problems or the perception of favoritism. For these reasons, ACE has developed the following policy concerning romantic relationships between supervisors and employees/team members.

The relationship between supervisors/managers and their subordinates should be limited to a professional basis. No supervisor or manager should pursue any romantic relationship with any employee/team member who reports either directly or indirectly to them. Should such a relationship develop, even inadvertently, it is the responsibility of both parties to bring the fact of the relationship to the attention of HR. In such cases, ACE will consider what alternative reporting or other arrangements can be made in the best interest of all involved. Failure to bring the relationship to the attention of HR may result in disciplinary action, up to and including termination of both employees involved.

ACE does not have a policy against dating between employees/team members who are on the same peer level. However, if at any time any dating situation, request for dates or other romantic pursuits between employees/team members interferes with the employee's work environment or that of other employees, ACE may intervene to stop such conduct consistent with ACE's policy against sexual harassment.

7. Disclosure and Reporting

All employees must disclose any familial and/or romantic relationships with current staff or applicants upon hire and annually thereafter.

Employees must also disclose any changes in circumstances that may result in a potential conflict of interest.

8. Training and Awareness

Annual training on professional ethics, workplace conduct, and this policy will be provided to all staff.

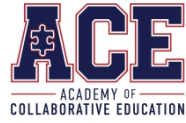
Administrators will receive additional training regarding conflict of interest and personnel decisions.

9. Enforcement and Violations

Violations of this policy may result in corrective action, up to and including reassignment, removal from supervisory duties, or termination.

Commented [BL1]: Will ACE provide the training or require employees to obtain the training through available resources on Louisiana Ethics Administration Program's website?

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Concerns about potential violations may be reported anonymously to [Designated HR or Ethics Officer], and all reports will be investigated confidentially and without retaliation.

Approved by: [Board Name or Executive Director]

Effective Date: [Insert Date]

Next Review Date: [Insert Date]

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TELEHEALTH SERVICE AGREEMENT (BCBA Supervision for RLTs)

This Service Agreement ("Agreement") is entered into on this 16th day of June, 2025 ("Effective Date") by and between:

Charter School:

Academy Of Collaborative Education
505 Glenmar Ave, Monroe, LA 71201
("School")

and

Providers:

Alanna Hollborn, BCBA, and Molly Roberston, BCBA
(Collectively referred to as "Providers")

RECITALS:

WHEREAS, the School requires professional behavior analytic services, including telehealth supervision for RLTs (Registered Line Technicians);

WHEREAS, the Providers are qualified Board Certified Behavior Analysts (BCBAs) authorized to practice in Louisiana and to provide telehealth services;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Scope of Services

Providers agree to deliver the following services via telehealth:

- Supervision of Registered Line Technicians (RLTs) and/or Registered Behavior Therapist (RBTs) assigned by the School, at a minimum of 5% as required by Louisiana Behavioral Analyst Board.
- Development of supervision plans based on BACB and Louisiana state guidelines.
- Direct telehealth observations and performance feedback sessions.
- Review and analysis of recorded incidents, classroom videos, or other relevant behavioral data from the school building.
- Formal performance evaluations of RLTs conducted at regular intervals (at minimum, twice per academic year), using tools approved by the School.
- Regular reporting and documentation of supervision activities.
- Attendance at virtual team meetings, when necessary.
- Collaboration with School personnel regarding the progress, strengths, and areas of improvement for RLTs

- Review RLTs/RBTs notes to ensure content is accurate and viable for billing purposes.
- Complete all documentation for billing on a timely basis, at a minimum of every 2 weeks.
- Provide State and Federal Background check information to the School.
- Provide all documentation for Louisiana Licensure and proof of RLT supervision under BCBA licensure.
- Attend IEP and/or Behavior Plan meetings with 15 day notice for IEP's and 5 day notice for Behavior Plan meetings when availability allows.
- Attend other meetings as available.
- Meet with the Executive Director on a monthly basis for updates.

All services shall comply with applicable laws, BACB ethical standards, and Louisiana regulations.

2. Term

This Agreement shall commence on the Effective Date and continue through _____ (e.g., June 30, 2026), unless terminated earlier in accordance with Section 8.

3. Payment Terms

- Providers shall be compensated at the rate of \$75 per supervision hour.
 - Invoices will be submitted monthly, and payment shall be due within 30 days of invoice receipt.
 - Any additional services outside of the agreed scope must be pre-approved in writing by the School and may be subject to separate billing.
-

4. Responsibilities of the Providers

- Maintain current BCBA certification and Louisiana licensure throughout the term of this Agreement.
- Ensure all telehealth technology and storage are HIPAA-compliant.
- Maintain appropriate liability and professional malpractice insurance.
- Provide monthly supervision summaries and individual performance evaluation reports for each RLT at the designated times.

- Review and maintain confidentiality of any school-provided recordings, data, or documents accessed.
 - Utilize School-approved evaluation forms and provide objective, constructive feedback.
-

5. Responsibilities of the School

- Assign RLTs for supervision and facilitate initial introductions.
 - Ensure RLTs have access to appropriate technology for telehealth services.
 - Ensure Providers access a documentation platform to record incidents, behavioral data, and other necessary documentation.
 - Supply evaluation templates/forms or approve Providers' proposed evaluation formats prior to use.
 - Notify Providers promptly of any concerns, changes in assignments, or technology issues.
 - Provide school issued computers to conduct telehealth services
 - Provide ACE emails to BCBA for communication purposes.
 - Provide timely payment for services rendered.
-

6. Confidentiality

Both parties agree to maintain strict confidentiality of all student, RLT/RBT, incident recording, evaluation, and supervision information in accordance with HIPAA, FERPA, BACB, and all applicable Federal and State privacy laws.

Providers shall not share, download, or disseminate recordings or evaluation data outside of the agreed professional use without express written consent.

7. Independent Contractor Status

The Providers shall perform all services as independent contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture between the Providers and the School.

8. Termination

This Agreement may be terminated by either party:

- For any reason, with thirty (30) days' written notice.

- Immediately for cause, including but not limited to breach of Agreement terms, loss of licensure, or violation of ethical guidelines.

Upon termination, Providers shall be compensated for all services performed up to the termination date **once all documentation is received and approved and technology is returned to ACE.**

9. Indemnification

Each Provider agrees to indemnify and hold harmless the School from any claims, damages, or expenses arising from the Provider's acts, errors, or omissions under this Agreement.

10. Governing Law

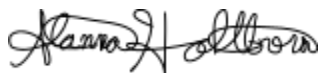
This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Alanna Hollborn, BCBA



Molly Robertson, BCBA

Molly Robertson

[Authorized Representative of the School]
[Title]

OCCUPATIONAL THERAPY AGREEMENT

This agreement ("Agreement") is entered into effective as of the _____, ("Effective Date"), by and between Academy of Collaborative Education, which operates a charter school in Monroe, LA ("ACE") and Jason Riley Physical Therapy, which is a Louisiana limited liability company.

WHEREAS, ACE's operation of its charter school requires the services of those professionals who are duly licensed by the State of Louisiana in the provision of occupational therapy ("OT").

WHEREAS, ACE desires to engage Jason Riley Physical Therapy to provide the needed OT evaluation and supervision services for its students and Jason Riley Physical Therapy is willing and able to provide the said services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other valuable consideration the receipt and sufficiency of which are acknowledged, intending to be legally bound, ACE and Jason Riley Physical Therapy agree as follows:

- 1. Services.** OT services ("Services") required by ACE shall be provided by Jason Riley Physical Therapy through its employed Occupational Therapist. The Services provided shall be designed, developed, and delivered in a professional and skillful manner. The Services will be tailored for students in need and will be rendered on ACE's campus. Appropriate documentation will be maintained as to the Services rendered. In providing the said Services, the parties agree and intend that Jason Riley Physical Therapy and its personnel shall, collectively, serve as an independent contractor.
- 2. Term.** The term of this Agreement shall commence upon the Effective Date and continue for twelve (12) months and thereafter will automatically renew annually for additional 12-month terms unless either party provides sixty days notice prior to a renewal date ("Term").
- 3. Compensation.** During the Term of this Agreement, Jason Riley Physical Therapy shall bill ACE for its Services on a bi-weekly basis. Upon receipt of an invoice, ACE shall pay Jason Riley Physical Therapy, by direct deposit, within 10 days of the invoice. The parties agree that the Services provided by an OT shall be billed at a rate of \$70.00 per hour/16.25 per unit. Jason Riley Physical Therapy's invoices shall specify the hours billed for OT. No withholdings shall be deducted from amounts paid by ACE to Jason Riley Physical Therapy for taxes or any other purpose.

4. Termination. This Agreement may not be terminated by either party for convenience.

The parties agree that this Agreement may only be terminated for good cause.

5. Collaborative Effort. The parties acknowledge and agree that they will work together in a collaborative manner for the best interests of the children receiving Services. If any dispute should arise between the parties, each agrees to work in good faith to resolve the issue as expeditiously as possible.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

7. Notices. All notices shall be given to the parties at the following addresses:

(a) To ACE, at: (To Be Completed)
505 Glenmar Avenue
Monroe, LA 71201

(b) To Jason Riley Physical Therapy, at: Jason Riley, CEO/President
Need Address

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives, all as of the date written above.

ACE

By: _____
Joellen Freeman, Executive Director

Date: _____

Jason Riley Physical Therapy

By: _____
Jason Riley, CEO/President

Date: _____

West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 17. Education (Refs & Annos)
Chapter 39. The Children First Act (Refs & Annos)
Part III. School Excellence
Subpart A. Progress Profiles and Data Collection

LSA-R.S. 17:3914

§ 3914. Student information; privacy; legislative intent; definitions; prohibitions; parental access; penalties

Effective: August 1, 2022

[Currentness](#)

A. The legislature hereby declares that all personally identifiable information is protected as a right to privacy under the Constitution of Louisiana and the Constitution of the United States.

B. (1) For purposes of this Section, “personally identifiable information” is defined as information about an individual that can be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to the following:

(a) Any information that can be used to distinguish or trace an individual's identity such as full name, social security number, date and place of birth, mother's maiden name, or biometric records.

(b) Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information.

(c) Two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.

(2) For purposes of this Section, “aggregate data” are statistics and other information that relate to broad classes, groups, or categories from which it is not possible to distinguish the identities of individuals.

(3) For purposes of this Section, “parent or legal guardian” shall mean a student's parent, legal guardian, or other person or entity responsible for the student.

C. (1) Notwithstanding any provision of this Subpart or any other law to the contrary, no official or employee of a city, parish, or other local public school system shall require the collection of any of the following student information unless voluntarily disclosed by the parent or legal guardian:

(a) Political affiliations or beliefs of the student or the student's parent.

- (b) Mental or psychological problems of the student or the student's family.
 - (c) Sexual behavior or attitudes.
 - (d) Illegal, anti-social, self-incriminating, or demeaning behavior.
 - (e) Critical appraisals of other individuals with whom a student has a close family relationship.
 - (f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers.
 - (g) Religious practices, affiliations, or beliefs of the student or the student's parent.
 - (h) Family income.
 - (i) Biometric information.
 - (j) Social security number.
 - (k) Gun ownership.
 - (l) Home Internet Protocol Address.
 - (m) External digital identity.
- (2) No official or employee of a city, parish, or other local public school system shall provide personally identifiable student information to any member of the school board or to any other person or public or private entity, except such an official or employee may, in accordance with applicable state and federal law:
- (a) Provide a student's identification number as provided in Paragraph (3) of this Subsection and aggregate data to the local school board, the state Department of Education, or the State Board of Elementary and Secondary Education solely for the purpose of satisfying state and federal reporting requirements.
 - (b)(i) Provide to the state Department of Education, for the purpose of satisfying state and federal assessment, auditing, funding, monitoring, program administration, and state accountability requirements, information from which enough personally identifiable information has been removed such that the remaining information does not identify a student and there is no basis to believe that the information alone can be used to identify a student. No official or employee of the state Department of

Education shall share such information with any person or public or private entity located outside of Louisiana, other than for purposes of academic analysis of assessments or for purposes of research as authorized in Item (ii) of this Subparagraph.

(ii) An official or employee of the state Department of Education may share such information with a person who is an employee of, and conducting academic research at, any postsecondary education institution accredited by a regional or national accrediting organization recognized by the United States Department of Education, provided the person and the department have entered into a memorandum of understanding in which the person agrees to be liable for any criminal and civil penalties imposed as provided in Subsection G of this Section for any violation of the provisions of this Section.

(c) Provide personally identifiable information regarding a particular student to any person or public or private entity if the sharing of the particular information with the particular recipient of the information has been authorized in writing by the parent or legal guardian of the student, or by a student who has reached the age of legal majority, or if the information is provided to a person authorized by the state, including the legislative auditor, to audit processes including student enrollment counts. Any recipient of such information shall maintain the confidentiality of such information. Any person who knowingly and willingly fails to maintain the confidentiality of such information shall be subject to the penalties provided in Subsection G of this Section.

(d) Provide for the transfer of student information pursuant to the provisions of [R.S. 17:112](#).

(e) Provide student information for a school year prior to the 2015-2016 school year for the purpose of completing or correcting required submissions to the state Department of Education or responding to financial audits.

(3) By not later than May 1, 2015, the state Department of Education shall develop a system of unique student identification numbers. By not later than August 1, 2015, each local public school board shall assign such a number to every student enrolled in a public elementary or secondary school. Student identification numbers shall not include or be based on social security numbers, and a student shall retain his student identification number for his tenure in Louisiana public elementary and secondary schools.

D. (1) Except as provided in Paragraphs (2) and (3) of this Subsection, no person or public or private entity shall access a public school computer system on which student information is stored. No official or employee of a public school system shall authorize access to such a computer system to any person or public or private entity except as authorized by Paragraphs (2) and (3) of this Subsection.

(2) The following persons may access a public school computer system on which student information for students at a particular school is stored:

(a) A student who has reached the age of eighteen or is judicially emancipated or emancipated by marriage and the parent or legal guardian of a student who is under the age of eighteen and not emancipated. For a student who has reached the age of eighteen or is emancipated, such access is limited to information about the student. For the parent or legal guardian of a student who has not reached the age of eighteen and is not emancipated, such access shall be limited to information about the student. A student who has reached the age of eighteen or is emancipated and the parent or legal guardian of a student who has not reached the age of eighteen and is not emancipated may authorize, in writing, another person to access such information.

(b) A teacher of record. Such access shall be limited to information about his current students.

(c) The school principal and school registrar.

(d) A school system employee employed at the school and designated by the principal. Such access shall be limited to student information necessary to perform his duties.

(e) A person authorized by the superintendent to maintain or repair the computer system or to provide services that the school system would otherwise provide.

(f) A person authorized by the state to audit student records.

(3) The following persons may access a computer system of a city, parish, or other local public school system on which student information for students from throughout the system is stored:

(a) The superintendent of the school system.

(b) A school system employee designated by the superintendent. Such access shall be limited to student information necessary to perform his duties.

(c) A person authorized by the superintendent to maintain or repair the computer system or to provide services that the school system would otherwise provide.

(d) A person authorized by the state to audit student records.

(4) Any person who is authorized by this Subsection to access a public school computer system, except a parent or legal guardian, shall maintain the confidentiality of any student information to which he has access. Failure to maintain the confidentiality of such information is punishable as provided in Subsection G of this Section.

E. (1) No person who has access to student information shall convert the student information as specified in Subparagraph (C) (2)(b) of this Section such that the remaining information can be used to identify a student.

(2) The State Board of Elementary and Secondary Education and the state Department of Education shall not require a city, parish, or other local public school system to limit a student's learning opportunity or opportunities to explore any occupation based upon predictive modeling.

F. (1) A city, parish, or other local public school board may contract with a public or private entity for student and other education services, and pursuant to such contract, student information, including personally identifiable information and cumulative records, may be transferred to computers operated and maintained by the entity for such purpose.

(2) No contractor pursuant to this Subsection shall allow access to, release, or allow the release of student information to any person or entity except as specified in the contract. No contractor shall use student information to conduct predictive modeling for the purpose of limiting the educational opportunities of students.

(3) A contract pursuant to this Subsection shall include requirements regarding the protection of student information which at a minimum include provision for all of the following:

(a) Guidelines for authorizing access to computer systems on which student information is stored including guidelines for authentication of authorized access.

(b) Privacy compliance standards.

(c) Privacy and security audits performed under the direction of the local school superintendent.

(d) Breach planning, notification, and remediation procedures.

(e) Information storage, retention, and disposition policies.

(f) Disposal of all information from the servers of the contractor upon termination of the contract, unless otherwise directed by an applicable legal requirement or otherwise specified in the contract and subject to the privacy protection provisions of this Part. Upon termination of the contract, all information removed from the contractor's servers shall be returned to the city, parish, or other local public school board.

(4) The requirements of Paragraph (3) of this Subsection shall not apply to a contract entered into prior to June 1, 2015, for the acquisition of goods, equipment, or instructional materials purchased in accordance with [R.S. 38:2212.1\(E\), \(F\), or \(N\)](#) but shall apply to any extension or renewal of such contract.

(5) Any person who knowingly and willingly violates the provisions of this Subsection shall be fined not more than ten thousand dollars or imprisoned for not more than three years, or both.

G. Except as provided in Paragraph (F)(5) of this Section, a person who violates any provision of this Section shall be punished by imprisonment for not more than six months or by a fine of not more than ten thousand dollars.

H. Nothing in this Section shall prohibit a person employed in a public school or other person authorized by the superintendent of the public school or school system from being provided or having access to a student's records in accordance with a policy adopted by the local public school board for such purpose.

I. The provisions of this Part shall apply to each charter school, its governing authority, and any education management organization under contract to operate a charter school.

J. (1) No city, parish, or other local public school system, local or state governmental agency, public or private entity, or any person with access to personally identifiable student information shall sell, transfer, share, or process any student data for use in commercial advertising, or marketing, or any other commercial purpose, unless otherwise stipulated in a contract for services as provided in Subsection (F) of this Section.

(2) The provisions of Paragraph (1) of this Subsection shall not apply to a student's parent or legal guardian, or a student who has reached the legal age of majority.

K. (1) Notwithstanding any provision of this Part to the contrary, the governing authority of each public school, with the permission of a student's parent or legal guardian, shall collect the following personally identifiable information for each student enrolled in grades eight through twelve:

(a) Full name.

(b) Date of birth.

(c) Social security number.

(d) Student transcript data.

(e) Race and ethnicity data.

(2) The governing authority of a public school and the company that the state has contracted with to develop the unique student identifier shall disclose the information collected pursuant to Paragraph (1) of this Subsection, upon request, only to:

(a) A Louisiana postsecondary education institution, to be used solely for the purpose of processing applications for admission and for compliance with state and federal reporting requirements.

(b) The Board of Regents and the office of student financial assistance, as a program under its jurisdiction, to be used for the purpose of processing applications made to the office for state and federal grants and for required grant program reporting; for the purpose of providing reports to each public school governing authority on the postsecondary education remediation needs, retention rates, and graduation rates for each high school under its jurisdiction; and for the purpose of evaluating comparative postsecondary education performance outcomes based on student transcript data in order to develop policies designed to improve student academic achievement.

(3)(a) The governing authority of each public school shall, at the beginning of each school year, provide a form to be signed by the parent or legal guardian of each student in grades eight through twelve enrolled in the school, whereby the student's parent or legal guardian may provide consent or deny consent for the collection and disclosure of the student's information as provided in Paragraphs (1) and (2) of this Subsection.

(b) No data shall be collected pursuant to this Subsection, unless a student's parent or legal guardian provides written consent.

(c) The form shall contain the following:

(i) A statement notifying the student's parent or legal guardian exactly what items of student information will be collected and that disclosure of the student information collected will be restricted to Louisiana postsecondary education institutions to be used for the purposes of processing applications for admission and for compliance with state and federal reporting requirements to the Board of Regents and to the office of student financial assistance, as a program under the board's jurisdiction, to be used for the purposes of processing applications for admission and for state and federal financial aid for required grant program reporting; for providing reports to the school governing authority on the postsecondary education remediation needs, retention rates, and graduation rates for each high school under its jurisdiction; and for evaluating comparative postsecondary education performance outcomes based on student transcript data in order to develop policies designed to improve student academic achievement.

(ii) Notification that the failure to provide written consent for the collection and disclosure of the student's information as provided in this Subsection may result in delays or may prevent successful application for admission to a postsecondary educational institution and for state and federal student financial aid. This statement shall be displayed prominently and shall be printed in bold type.

(d) Consent provided by a student's parent or legal guardian shall continue unless such consent is withdrawn in writing. Annual notification shall be provided to the student's parent or legal guardian as to the right and process used to withdraw consent.

(4) Each Louisiana postsecondary education institution, the Board of Regents, and the Office of Student Financial Assistance shall destroy all data collected for purposes of this Subsection not later than five years after the student graduates, unless otherwise required by state or federal law or regulation.

L. (1) Notwithstanding any provision of this Part to the contrary, a local public school system and the governing authority of a Type 2 charter school that enrolls students who reside within the geographic boundaries of the local school system shall enter into a memorandum of understanding to exchange student information necessary to verify student enrollment and residency status. The local public school system and the charter school governing authority shall keep such information strictly confidential and shall use the information for no other purpose than verifying student enrollment and residency.

(2) A memorandum of understanding entered into pursuant to the provisions of this Subsection shall comply with all applicable state and federal law, including the Family Educational Rights Privacy Act.

(3) Any person who knowingly and willfully fails to maintain the confidentiality of such information shall be subject to the penalties provided in Subsection G of this Section.

M. (1) Notwithstanding any provision of law to the contrary and except as provided in Paragraph (2) of this Subsection, the governing authority of each public or nonpublic school or other entity that participates in a meal program through which students are eligible for the pandemic electronic benefits transfer program or summer electronic benefits transfer program shall share student information with the Department of Children and Family Services for the purpose of facilitating program administration,

including but not limited to the automatic issuance of benefits to eligible families. Such information shall be limited to the first name, middle name, last name, address, school site code, student unique identifier, and date of birth of each student eligible for free or reduced price meals at school.

(2) Such a governing authority shall not share a student's information if his parent or legal guardian has chosen not to share information pursuant to the policy of the governing authority.

N. (1) Notwithstanding any provision of this Section to the contrary, each public secondary school governing authority shall do the following:

(a) For the sole purpose of evaluating state and federal programs that prepare students for postsecondary education, workforce training, and employment, collect the social security number of each student who is pursuing a diploma, not later than the beginning of the student's senior year, subject to the permission of the student's parent or legal guardian or the permission of the student if he has reached the age of majority.

(b) Disclose the social security number to the company with which the state has contracted to develop unique student identifiers and the Louisiana Workforce Commission.

(c) At the beginning of each school year, provide a form for granting permission as provided in Subparagraph (a) of this Paragraph. The form shall include a statement that the purpose of the disclosure of the student's information is to evaluate and improve state and federal programs that prepare high school students for postsecondary education, workforce training, and employment; that other personally identifiable information will not be disclosed; and that the consent may be revoked at any time by a parent or legal guardian of a minor or by a student who has reached the age of majority.

(2) The company with which the state has contracted to develop the unique student identifier shall assign an identifier for each student who successfully completes high school from the lists provided by public school governing authorities and provide a list of unique identifiers and corresponding social security numbers to the commission for the purpose of matching the information, until the individual reaches the age of twenty-six, wage data, North American Industry Classification System data through the third digit, and Standard Occupational Classification System data.

(3) For the express purpose of state and federal program evaluation, the commission shall remove any and all social security numbers from the data and provide to the state Department of Education and the Industry-Based Certification Committee a list of high school graduates for whom the wage and employment data specified in Paragraph (2) of this Subsection are available.

(4) Any exchange of student information pursuant to the provisions of this Subsection shall comply with the Family Educational Rights and Privacy Act, 20 CFR Part 603, regarding the confidentiality of unemployment compensation information, and the provisions of [R.S. 23:1660](#).

(5) Any agreement providing for the exchange of information pursuant to the provisions of this Subsection shall provide for the payment of any costs of disclosure of wage and employment data specified in Paragraph (2) of this Subsection.

(6) Any person who knowingly and willfully fails to maintain the confidentiality of personally identifiable information of students is subject to the penalties provided for in Subsection G of this Section and the provisions of [R.S. 23:1660](#).

Credits

Added by Acts 2014, No. 837, § 1. Amended by Acts 2015, No. 228, § 1, eff. June 23, 2015; Acts 2015, No. 297, § 1; Acts 2016, No. 480, § 1, eff. June 13, 2016; Acts 2018, No. 241, § 1, eff. May 15, 2018; Acts 2018, No. 691, § 1; Acts 2020, 2nd Ex.Sess., No. 49, § 1, eff. Nov. 5, 2020; Acts 2021, No. 366, § 1, eff. June 16, 2021; Acts 2021, No. 407, § 1; Acts 2022, No. 567, § 1.

LSA-R.S. 17:3914, LA R.S. 17:3914

The Revised Statutes and the Codes are current through the 2024 First Extraordinary Session.

End of Document

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STUDENT PERSONALLY IDENTIFIABLE INFORMATION ADDENDUM

This addendum is made to the Agreement between , _____, after this called “Vendor” and Academy of Collaborative Education, after this called “School.”

Under Louisiana law, any agreement between a school system and a third-party who is entrusted with personally identifiable information of any student must contain the statutorily prescribed minimum requirements as to the collection, disclosure, and use of the student’s personally identifiable information. This Addendum and the terms and conditions contained here are now incorporated into the agreement entered between Vendor and School.

1. In accordance with La. R.S. 17:3914(F), Vendor agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by the Vendor to access the information, the ability to do so. Personally identifiable information must be protected by appropriate security measures. Vendor’s network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its system. The Vendor agrees to maintain secure systems that are up to date and have all appropriate security updates installed.

2. To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Vendor to access personally identifiable student data, Vendor must implement various forms of authentication to identify the specific individual who is accessing the information. The Vendor must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. The Vendor must not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

3. The Vendor must implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in substantial harm to School or any individual identified by the data.

4. Vendor agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School data will be processed or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor’s designated backup and recovery process. All servers, storage, backups, and network paths utilized in the delivery of the service must be contained within the United States unless expressly agreed to in writing by School.

5. Vendor agrees that any and all data obtained from School will be used for the purposes set forth in the original Agreement. Data must not be distributed, used, or shared for any other purpose. As required under Federal and State law, Vendor further agrees that no data of any kind may be revealed, transmitted, exchanged or otherwise passed to other vendor or interested parties. Vendor must not sell, transfer, share, nor process any student data for any purpose other than those listed in the Agreement, including commercial advertising, marketing, or any other commercial purpose.

6. Vendor must establish and implement a clear data breach response plan, which outlines organizational policies and procedures for addressing a potential breach. Vendor's response plan must require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an authorized release or access of personally identifiable information not suitable for public release. This definition applies despite whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

7. Vendor must develop a policy for the protection and storage of audit logs. The policy must require the storing of audit logs and records on a server separate from the system that generates the audit trail. Vendor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails must be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

8. Vendor is permitted to disclose confidential information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Vendor and School. The confidentiality obligations will survive termination of any agreement with Vendor for a period of five (5) years or as otherwise required by applicable law, whichever is longer, and will inure to the benefit of School.

9. Vendor acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage School in such a way that adequate compensation could not be obtained solely in monetary damages. Therefore, School will have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief. Vendor also grants School the right, but not the obligation, to enforce these provisions in Vendor's name against any of Vendor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

10. Vendor agrees to comply with the requirements La. R.S. 51:3071 *et seq* (Louisiana Database Breach Notification Law) and any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of the Vendor's security obligations or other event requiring notification under applicable laws, Vendor agrees to notify School immediately and assume the responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend School and its employees from and against any and all third party claims, damages, or causes of action related to the unauthorized release.

11. In accordance with applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, and auditors so designated by School will have the option to audit Vendor's service. Records pertaining to the service will be made available to auditors and School upon request.

12. Vendor agrees that if the original Agreement is terminated or if the original Agreement expires, Vendor will return all data to School in a usable electronic format. Vendor

further agrees to erase, destroy, and render unreadable all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Vendor must certify in writing that these actions have been completed within (30) days of the termination of the Agreement or within (7) days from the receipt of any request by School, whichever occurs first.

13. Vendor agrees that student information shared in conjunction with the activities performed under the Agreement is protected by the Family and Educational Rights and Privacy Act of 1974 (FERPA). To the extent that Vendor has access to “education records,” Vendor is deemed a “school official” as defined under FERPA. Vendor will not use education records for any purpose other than in the performance of the agreement(s) between the parties. Except as required by law, Vendor shall not disclose or share education records with any third party unless permitted by the terms of the Agreement.

14. Vendor agrees to defend, indemnify, and hold School and each of its directors, officers, employees, and agents from and against any and all third-party claims, demands, and liabilities, including reasonable attorney’s fees, resulting from or arising out of a breach of this Addendum or a breach of the privacy or security of student data.

15. The terms of this Addendum will supplement and supersede any conflicting terms or conditions of the Agreement between the Parties. Except as set forth in this Addendum, the terms of the Agreement will remain in effect.

SCHOOL:

Signature:

Name:

Date:

VENDOR:

Signature:

Name:

Date:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made by and between ACADEMY OF COLLABORATIVE EDUCATION (“ACE”) and [SERVICE EMPLOYEE NAME] (“Contractor”). ACE and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

The Parties agree to the following terms and conditions:

1. **Term.** The term of this Agreement will start on the date of Contractor’s execution and will cover services rendered to ACE from [BEGIN DATE], until [END DATE]. If this Agreement starts in the middle of the academic semester, the Agreement will end [ALTERNATE END DATE] of the current academic semester.
2. **Scope of Work.** Contractor will provide professional services (sometimes referred to hereafter as the “Services”) as requested in the field of [] with the highest professional standard of care, in accordance with the current federal and state laws and ACE’s overall goal for the Services to be provided. The Parties both acknowledge and agree that the status of the Contractor, under this Agreement and at all times in providing the Services to ACE, is an independent contractor. Contractor’s status as an independent contractor may not be modified unless amended in writing and signed by both Contractor and the ACE superintendent or designee.
3. **Manner and Means.** Contractor shall be responsible for the manner, means, and methods of securing ACE’s end goal for the purpose of the engagement and shall use independent judgment and discretion for the most effective manner in providing the Services under this Agreement. While ACE may provide guidance or direction to Contractor in the performance of the Services, ACE otherwise shall exercise no control over Contractor, shall not supervise Contractor, and shall not determine the methods or means to be employed by Contractor in the provision of the Services under this Agreement.
4. **Nonexclusive.** The relationship between the Parties is not exclusive, and Contractor is free, during and after the Term of this Agreement, to provide professional services, including competing services, to third parties, provided that Contractor does not breach any of the provisions this Agreement or fail to provide Services contracted for herein.
5. **Compensation.** Contractor will be paid for Services performed as shown on Exhibit A attached hereto and incorporated herein by reference. The Services performed must not exceed the Total Maximum Agreement Amount set forth below unless amended in writing by the ACE superintendent. The amount that ACE pays Contractor under this Agreement may vary based on the total number of hours worked by Contractor. The total amount paid to Contractor may be less than the total maximum amount set forth under this Agreement because compensation is based on the specific Service performed. Therefore, the Total Maximum Agreement Amount set forth below must not be interpreted as a guaranteed amount to be paid to Contractor.

The Total Maximum Agreement Amount is \$[AMOUNT].

The Contractor’s [TITLE] will submit a monthly invoice to the ACE Business office on behalf of Contractor. Contractor’s invoice must be itemized and indicate the specific Services performed.

The ACE Business office will pay the Contractor within (30) calendar days after receiving the invoice unless the invoice is disputed by ACE. Because Contractor is providing the Services to ACE as an independent contractor, Contractor agrees and acknowledges that ACE will not make any withholdings from payments made by ACE to Contractor including, but not limited to, income taxes, social security payment, payments for workers' compensation insurance programs, or any other charges of any kind or nature. Contractor further acknowledges that it is Contractor's obligation to pay any taxes required by applicable law on any payments from ACE to Contractor under this Agreement.

6. Student Privacy. Under the terms of this Agreement, Contractor may be provided with "personally identifiable information" relating to ACE's students (each a "Student" and, collectively, the "Students") as defined in La. R.S. 17:3913(B)(1). Accordingly, Contractor must not allow access to, release, or allow the release of such Student information (the "Student Information") to any person or entity except as specified below and must take all steps required by applicable law, including the following:

(a) Contractor agrees to protect and maintain the security of Student Information with protective security measures that include maintaining secure environments that are up to date with all appropriate security measures and requirements as designated by a relevant authority.

(b) Contractor agrees that any Student Information will be stored, processed, and maintained solely on designated servers. The Contractor will use appropriate tools and technologies such as secure user identification and authentication protocols, anti-virus protections and intrusion detection methods, in providing the Services. The Contractor must notify ACE as soon as possible if a portable device containing Student Information is lost or stolen. All servers, storage, backups and network paths utilized in the delivery of the Services must be contained in North America.

(c) Contractor agrees to implement various forms of authentication to establish the identity of an individual or entity requesting Student Information with a level of certainty that is commensurate with the sensitivity the Student Information requested.

(d) Contractor agrees that any and all Student Information utilized or communicated by Contractor must be used and communicated expressly and solely for the purposes of providing the Services enumerated in this Agreement.

(e) Contractor agrees that as required by applicable state and federal law, state, federal or district auditors or other agencies so designated by ACE will have the option to audit the Services provided by Contractor under this Agreement. Contractor agrees to make all records pertaining to the Services available to such auditors or agencies and ACE during normal working hours upon ten (10) business days' prior written notice.

(f) Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499) (the "LDBNL") and all applicable laws that require the notification of individuals in the event of unauthorized release of Student Information or other event requiring notification. Further, Contractor agrees to notify ACE immediately and assume responsibility for informing all such

individuals in accordance with applicable law and to indemnify, hold harmless and defend ACE from and against any claims or damages related to a Notification Event as defined in the LDBNL

(g) Contractor agrees that upon termination of this Agreement, s/he/it must return all Student Information to ACE in a usable electronic form and erase, destroy, and render unreadable all Student Information Contractor may have. Within thirty (30) days of the termination of this Agreement, Contractor must certify in writing that these actions have been completed and deliver such written certification to ACE.

(h) Contractor agrees that unauthorized disclosure of Student Information may irreparably damage ACE, such that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure of use of any Student Information must give ACE the right to seek injunctive relief to restrain the disclosure of such Student Information, in addition to any other remedy. Contractor hereby waives the posting of a bond with respect to any such action for injunctive relief. Contractor also grants the ACE the right, but not the obligation, to enforce the provisions of this Agreement relating to the security of Student Information in Contractor's name.

(i) Contractor must establish and implement a clear data breach response plan outlining policies and procedures for addressing a potential breach.

(j) Contractor agrees that the confidentiality obligations contained herein will survive termination of this Agreement for a period of fifteen (15) years or for so long as the Student Information remains confidential, whichever is longer.

7. Criminal History Review. The Contractor is required to submit to a criminal history review, through the Louisiana Department of Public Safety and Corrections, Office of State Police Bureau of Criminal Identification, as a condition of this Agreement. The criminal history review must include a fingerprint check and simultaneous FBI check. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not serve as a Contractor pursuant to this Agreement. If the Contractor's criminal history reveals that he/she has been convicted of or has pleaded nolo contendere to a crime listed in La. R.S. 15:587.1(C), this Agreement will be null and void. The criminal history review must be completed by the Contractor prior to performing any services set forth in this Agreement.

8. Personal Use of ACE Property. Contractor, as an independent contractor, is responsible for providing his/her/its own equipment necessary for providing services pursuant to this Agreement. Notwithstanding the foregoing, Contractor may be assigned an ACE laptop and other related electronics equipment for use in providing services pursuant to this Agreement. Contractor is not allowed to use ACE equipment or software for his/her/its own personal use. In no instance may Contractor take any other equipment from ACE premises without prior management approval. Contractor accepts full responsibility for proper utilization, damage, and losses of equipment assigned to Contractor or under Contractor's control. Contractor is responsible for returning ACE equipment in good condition and may be required to pay for any damages that occur as a result of Contractor's improper use/loss of ACE equipment.

9. Electronic Communications with Students. Contractor must comply with ACE's Electronic Communication with Students Policy in compliance with La. R.S. § 17:81 Q.

10. Representations and Warranties. Contractor represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with the highest standard of care of similar professionals in the field; (b) Contractor possesses and will maintain at all times all licenses and certifications that are necessary or required to legally provide the Services; (c) all materials provided by Contractor, if any, in the provision of the Services will not violate or infringe any patent, copyright, trademark, trade secret, or other personal or proprietary rights of any party; (d) Contractor will not enjoin or interfere with the distribution, licensing, or exploitation of merchandise or other products of ACE or any third party.

Contractor agrees to indemnify, and hold ACE and its affiliates, sponsors (including without limitation), subsidiaries, assignees, and licensees harmless from and against any losses, costs, expenses (including reasonable attorney's fees and costs), judgments, settlements, and damages resulting from any claim or action arising out of Contractor's breach of any of the above representations and warranties.

11. General Professional Liability. Contractor must provide ACE proof of professional liability insurance, commercial liability insurance, and automobile liability insurance (if travel is involved in the provision of Services) before the Contractor performs any Services under this Agreement. Contractor's maximum insurance liability coverage for professional liability insurance, commercial liability insurance, and automobile liability insurance must be enough to provide indemnity to ACE for claims arising out of Contractor's Services. Further, Contractor understands and acknowledges upon signing this Agreement that ACE will not supply any workers' compensation benefit required by any jurisdiction to anyone such as Contractor with independent contractor status and ACE accepts no liability for Contractor's (or its employee's /subcontractor's) general health. Accordingly, during the term of this Agreement, Contractor shall maintain, at its own expense, worker's compensation insurance in form and substance reasonably acceptable to ACE.

12. Ownership of Records. All records, reports, documents, and other material delivered or transmitted to Contractor by ACE will remain the property of ACE. Upon expiration or termination of this Agreement, the Contractor must return all such materials to ACE at Contractor's expense. All records, reports, documents, or other material related to this Agreement and obtained or prepared by Contractor in connection with the performance of the Services will become the property of ACE and must be returned by Contractor to ACE at Contractor's expense upon termination or expiration of this Agreement.

13. Anti-discrimination. In performing the Services and any other duties and obligations set forth in this Agreement, Contractor agrees to comply at all times with all applicable laws, whether state, federal, or local, including, but not limited to: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as

amended, the Genetic Information Nondiscrimination Act, and the Americans with Disabilities Act of 1990, as amended.

Contractor agrees to perform his/her/its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, age or any other legally protected characteristic in any matter relating to ACE or ACE's employees. Any failure by Contractor to comply with Contractor's legal obligations, as applicable, will be grounds for termination of this Agreement.

14. Notices. All notices hereunder must be in writing and will be deemed given upon receipt of delivery by: (a) hand (evidenced by a receipt therefor), (b) certified or registered mail, postage prepaid, return receipt requested, (c) a nationally-recognized overnight courier service (evidenced by a receipt therefor) or (d) facsimile or e-mail transmission with confirmation of receipt. All such notices must be addressed as follows:

To ACE: Academy of Collaborative Education
505 Glenmar Avenue
Monroe, LA 71201
Attention: [NAME], [TITLE]
Email: [EMAIL ADDRESS]

To Contractor: [CONTRACTOR]
Address: [CONTRACTOR ADDRESS]
Attention: [CONTRACTOR]
Email: [EMAIL ADDRESS]

15. Assignment. Neither Party will have the right or ability to assign or transfer any rights or obligations under this Agreement without prior written consent of the other Party (which must not be unreasonably withheld). Any attempt to do so otherwise will be void.

16. Governing Law. This Agreement will be governed and interpreted under the laws of the State of Louisiana.

17. Severability. The provisions of this Agreements are severable. Any terms and/or conditions that are deemed illegal or in valid will not affect any other term or condition of the Agreement.

18. Joint Venture. Nothing in this Agreement constitutes an employee-employer relationship, joint venture, agency, partnership or other fiduciary relationship between the Parties. Contractor acknowledges that, as an independent contractor, s/he/it is not entitled to any benefits paid or granted by ACE to its employees by virtue of their employment or otherwise.

19. Counterparts. This Agreement may be executed in one or more counterparts, on telecopy or other electronically transmitted counterparts, each of which when so executed will be deemed to be an original, but all of which when taken together will constitute one and the same agreement.

20. Entire Agreement. This Agreement, including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and all agreements and understandings entered into prior to this Agreement, whether written or oral, including those included in any prior agreement between the parties regarding the subject matter of this Agreement, are superseded by this Agreement to the extent they relate to the subject matter of this Agreement.

[Remainder of Page Left Blank Intentionally]

[NAME] (Contractor)

Academy of Collaborative Education

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature Page to Professional Services Agreement

Exhibit A

[CONTRACTOR]

[DETAIL OF SERVICES PROVIDED BY CONTRACTOR INCLUDING HOURS AND RATE]

Professional Service Agreement

Exhibit A

4869-9807-5563v1
2963168-000002 03/11/2024

Coversheet

Approval of ED Support and Evaluation Process

Section:	III. Action Items
Item:	A. Approval of ED Support and Evaluation Process
Purpose:	Vote
Submitted by:	
Related Material:	ACE_ED_Evaluation_Process_Phases_Dated.docx



ED (CEO) Evaluation Process Phases

Step:	Action:	Completion Criteria:	Date:
Preparation	Create the ED Support and Evaluation Committee	Board chair creates the ED Support and Evaluation Committee with members and a committee chair	3/22/24
Preparation	Select the Survey	Evaluation Coordinator chooses the evaluation survey to use	3/19/25
Preparation	Customize the Survey	Make any changes to the chosen survey or create a new survey	3/19/25
Self-Evaluation	Start the ED Self-Evaluation	Evaluation Coordinator clicks the Invite button to notify the ED	4/28/25
Self-Evaluation	Complete the ED Self-Evaluation	Person being evaluated completes the survey	5/8/25
Self-Evaluation	Share the ED Self-Evaluation Report with the Board	Coordinator shares the self-evaluation results with all board members	5/10/25
Evaluation	Start the Evaluation	Evaluation coordinator invites board members and/or direct reports to take their ED evaluation	5/21/25
Evaluation	Complete the Evaluation of the ED	All participants complete their surveys	5/26/25
Report	Share the ED Evaluation Report with the Board	Coordinator shares the full survey report with all board members	5/28/25
Documentation	Create and upload the ED Memo	Committee chair drafts memo for the ED and uploads it to the documentation area	6/10/25
Documentation	Finalize the ED Memo (during Executive Session)	Ed Support and Evaluation Committee facilitates a full board session to review the memo and evaluation details	6/14/25
Documentation	Share the ED Memo with the ED (Executive Session)	ED Support and Evaluation Committee and the ED meet to review the memo	6/14/25
Goals	Draft the Goals (during "Gallery Walk" for board members)	ED drafts goals for next year, gets feedback from board committees, and meets again with the ED Support and Evaluation Committee	6/14/25
Goals	Approve the Goals	Full board ratifies the final goals after the ED presents them	6/14/25

Coversheet

Annual Board Retreat Agenda

Section:	III. Action Items
Item:	B. Annual Board Retreat Agenda
Purpose:	Vote
Submitted by:	
Related Material:	ACE Board Retreat Agenda 6-14-2025.docx

Academy of Collaborative Education 2025 Board Retreat Agenda

Time	Activity	Objective	Facilitator
8:00 – 8:45 AM	~Welcome + Breakfast~ Board Member Task Lists BoardOnTrack	<ol style="list-style-type: none"> 1. Socialize and get board members set up for a successful retreat and year. 2. Complete board member physical files. 3. Log into BoardOnTrack on board members' laptops and prepare for retreat. 	Amy
8:45 – 9:00 AM	"Quick Frame" Annual Meeting + Retreat Objectives	<ol style="list-style-type: none"> 1. FY25 Wrap-up, including ED Evaluation 2. FY26 Strategic Plan + ED Goals 3. FY26 Board + Committee Goals 4. First FY26 Budget Review 5. Board Member training re: meeting engagement 6. Enhance BoardOnTrack Proficiency 	Kara
9:00 – 9:30 AM	Final FY25 Executive Director Update	<ol style="list-style-type: none"> 1. Review ACE's Mission, Vision, Values, and Priorities 2. ACE history and "WHY" 3. EOY Update: Student data, Finance, and Facilities 	Joellen
9:30 – 10:30 AM	Executive Session <i>*Board + ED only*</i>	<ol style="list-style-type: none"> 1. Review ED Evaluation Final Memo. 2. Provide ED final rating and feedback. 3. ED asks any questions re: evaluation. 	Amy
10:30 – 11:00 AM	FY25-28 Strategic Plan	<ol style="list-style-type: none"> 1. Present and review ACE Strategic Plan (FY25-28) 2. Gallery Walk – Board members engage with strategic plan through the WOOP framework. 	Joellen
11:00 – 11:15 AM	FY26 Executive Director Goals	<ol style="list-style-type: none"> 1. Present ED 25-26 goals to full board 2. Vote to ratify or not. 	Joellen Amy
11:15 – 11:30 AM	FY25 Board Data Review	<ol style="list-style-type: none"> 1. Review data gleaned from 2024-25 board assessments, surveys, self-evals, etc. to 	Amy

		better inform FY26 board goals.	
11:30 – 12:00 PM	LUNCH	LUNCH	LUNCH
12:00 PM – 1:00 PM	Draft Annual 25-26 Board Committee Goals	1. Begin drafting FY26 SMART committee goals to support strategic plan and ED goals.	All
1:00 – 1:30 PM	Debrief 25-26 Board Committee Goals	1. Each committee shares proposed FY26 SMART goals and how the committee plans to achieve those goals. 2. Debrief goals among full board.	All
1:30 – 1:45 PM	Break	Break	Break
1:45 – 2:15 PM	Finance Terms 101	1. Training for board members regarding financial oversight.	Anna
2: 15 – 2:45 PM	Finance Questions	1. Review of questions board members should be able to answer re: financial health of the organization.	Latner
2:45 – 3:15 PM	Discussion: FY26 Operational Budget	1. ED presents FY26 operational budget for board member discussion and feedback.	Joellen
3:15 – 3:30 PM	Academic Excellence Questions	1. Review of questions board members should be able to answer re: academic performance of the school.	Amy
3:30 – 3:45 PM	Break	Break	Break
3:45 – 4:15 PM	Board Action Items	1. Vote on FY26 Board Officers 2. Vote on FY26 board and committee meetings' schedules.	Amy
4:15 – 4:30 PM	Closing	NOTE: Goals will be entered into board calendar and BoardOnTrack, broken down into tasks with due-dates, and used to drive board and committee agendas.	Amy
4:30 – 5:00 PM	Task List	Complete task list “check-out” with Amy before leaving.	Amy

Coversheet

BCBA and OT contracts for the upcoming SY

Section:	III. Action Items
Item:	C. BCBA and OT contracts for the upcoming SY
Purpose:	Vote
Submitted by:	
Related Material:	BCBA Supervision Contract_ex_1.docx-3.pdf Jason_Riley.OTcontract-2.pdf

TELEHEALTH SERVICE AGREEMENT (BCBA Supervision for RLTs)

This Service Agreement ("Agreement") is entered into on this 16th day of June, 2025 ("Effective Date") by and between:

Charter School:

Academy Of Collaborative Education
505 Glenmar Ave, Monroe, LA 71201
("School")

and

Providers:

Alanna Hollborn, BCBA, and Molly Roberston, BCBA
(Collectively referred to as "Providers")

RECITALS:

WHEREAS, the School requires professional behavior analytic services, including telehealth supervision for RLTs (Registered Line Technicians);

WHEREAS, the Providers are qualified Board Certified Behavior Analysts (BCBAs) authorized to practice in Louisiana and to provide telehealth services;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Scope of Services

Providers agree to deliver the following services via telehealth:

- Supervision of Registered Line Technicians (RLTs) and/or Registered Behavior Therapist (RBTs) assigned by the School, at a minimum of 5% as required by Louisiana Behavioral Analyst Board.
- Development of supervision plans based on BACB and Louisiana state guidelines.
- Direct telehealth observations and performance feedback sessions.
- Review and analysis of recorded incidents, classroom videos, or other relevant behavioral data from the school building.
- Formal performance evaluations of RLTs conducted at regular intervals (at minimum, twice per academic year), using tools approved by the School.
- Regular reporting and documentation of supervision activities.
- Attendance at virtual team meetings, when necessary.
- Collaboration with School personnel regarding the progress, strengths, and areas of improvement for RLTs

- Review RLTs/RBTs notes to ensure content is accurate and viable for billing purposes.
- Complete all documentation for billing on a timely basis, at a minimum of every 2 weeks.
- Provide State and Federal Background check information to the School.
- Provide all documentation for Louisiana Licensure and proof of RLT supervision under BCBA licensure.
- Attend IEP and/or Behavior Plan meetings with 15 day notice for IEP's and 5 day notice for Behavior Plan meetings when availability allows.
- Attend other meetings as available.
- Meet with the Executive Director on a monthly basis for updates.

All services shall comply with applicable laws, BACB ethical standards, and Louisiana regulations.

2. Term

This Agreement shall commence on the Effective Date and continue through _____ (e.g., June 30, 2026), unless terminated earlier in accordance with Section 8.

3. Payment Terms

- Providers shall be compensated at the rate of \$75 per supervision hour.
 - Invoices will be submitted monthly, and payment shall be due within 30 days of invoice receipt.
 - Any additional services outside of the agreed scope must be pre-approved in writing by the School and may be subject to separate billing.
-

4. Responsibilities of the Providers

- Maintain current BCBA certification and Louisiana licensure throughout the term of this Agreement.
- Ensure all telehealth technology and storage are HIPAA-compliant.
- Maintain appropriate liability and professional malpractice insurance.
- Provide monthly supervision summaries and individual performance evaluation reports for each RLT at the designated times.

- Review and maintain confidentiality of any school-provided recordings, data, or documents accessed.
 - Utilize School-approved evaluation forms and provide objective, constructive feedback.
-

5. Responsibilities of the School

- Assign RLTs for supervision and facilitate initial introductions.
 - Ensure RLTs have access to appropriate technology for telehealth services.
 - Ensure Providers access a documentation platform to record incidents, behavioral data, and other necessary documentation.
 - Supply evaluation templates/forms or approve Providers' proposed evaluation formats prior to use.
 - Notify Providers promptly of any concerns, changes in assignments, or technology issues.
 - Provide school issued computers to conduct telehealth services
 - Provide ACE emails to BCBA for communication purposes.
 - Provide timely payment for services rendered.
-

6. Confidentiality

Both parties agree to maintain strict confidentiality of all student, RLT/RBT, incident recording, evaluation, and supervision information in accordance with HIPAA, FERPA, BACB, and all applicable Federal and State privacy laws.

Providers shall not share, download, or disseminate recordings or evaluation data outside of the agreed professional use without express written consent.

7. Independent Contractor Status

The Providers shall perform all services as independent contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture between the Providers and the School.

8. Termination

This Agreement may be terminated by either party:

- For any reason, with thirty (30) days' written notice.

- Immediately for cause, including but not limited to breach of Agreement terms, loss of licensure, or violation of ethical guidelines.

Upon termination, Providers shall be compensated for all services performed up to the termination date **once all documentation is received and approved and technology is returned to ACE.**

9. Indemnification

Each Provider agrees to indemnify and hold harmless the School from any claims, damages, or expenses arising from the Provider's acts, errors, or omissions under this Agreement.

10. Governing Law

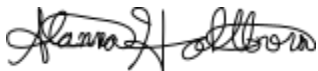
This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Alanna Hollborn, BCBA



Molly Robertson, BCBA

Molly Robertson

[Authorized Representative of the School]
[Title]

OCCUPATIONAL THERAPY AGREEMENT

This agreement ("Agreement") is entered into effective as of the _____, ("Effective Date"), by and between Academy of Collaborative Education, which operates a charter school in Monroe, LA ("ACE") and Jason Riley Physical Therapy, which is a Louisiana limited liability company.

WHEREAS, ACE's operation of its charter school requires the services of those professionals who are duly licensed by the State of Louisiana in the provision of occupational therapy ("OT").

WHEREAS, ACE desires to engage Jason Riley Physical Therapy to provide the needed OT evaluation and supervision services for its students and Jason Riley Physical Therapy is willing and able to provide the said services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other valuable consideration the receipt and sufficiency of which are acknowledged, intending to be legally bound, ACE and Jason Riley Physical Therapy agree as follows:

- 1. Services.** OT services ("Services") required by ACE shall be provided by Jason Riley Physical Therapy through its employed Occupational Therapist. The Services provided shall be designed, developed, and delivered in a professional and skillful manner. The Services will be tailored for students in need and will be rendered on ACE's campus. Appropriate documentation will be maintained as to the Services rendered. In providing the said Services, the parties agree and intend that Jason Riley Physical Therapy and its personnel shall, collectively, serve as an independent contractor.
- 2. Term.** The term of this Agreement shall commence upon the Effective Date and continue for twelve (12) months and thereafter will automatically renew annually for additional 12-month terms unless either party provides sixty days notice prior to a renewal date ("Term").
- 3. Compensation.** During the Term of this Agreement, Jason Riley Physical Therapy shall bill ACE for its Services on a bi-weekly basis. Upon receipt of an invoice, ACE shall pay Jason Riley Physical Therapy, by direct deposit, within 10 days of the invoice. The parties agree that the Services provided by an OT shall be billed at a rate of \$70.00 per hour/16.25 per unit. Jason Riley Physical Therapy's invoices shall specify the hours billed for OT. No withholdings shall be deducted from amounts paid by ACE to Jason Riley Physical Therapy for taxes or any other purpose.

4. Termination. This Agreement may not be terminated by either party for convenience.

The parties agree that this Agreement may only be terminated for good cause.

5. Collaborative Effort. The parties acknowledge and agree that they will work together in a collaborative manner for the best interests of the children receiving Services. If any dispute should arise between the parties, each agrees to work in good faith to resolve the issue as expeditiously as possible.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

7. Notices. All notices shall be given to the parties at the following addresses:

(a) To ACE, at: (To Be Completed)
505 Glenmar Avenue
Monroe, LA 71201

(b) To Jason Riley Physical Therapy, at: Jason Riley, CEO/President
Need Address

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives, all as of the date written above.

ACE

By: _____
Joellen Freeman, Executive Director

Date: _____

Jason Riley Physical Therapy

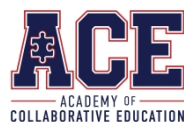
By: _____
Jason Riley, CEO/President

Date: _____

Coversheet

Nepotism Policy

Section: III. Action Items
Item: D. Nepotism Policy
Purpose: Vote
Submitted by:
Related Material:
4934-6800-2373 v.2 ACE - Employee conflict of interest and nepotism policy.docx



Nepotism and Conflict of Interest Policy

25-26SY

Purpose:

The purpose of this policy is to ensure that all employment decisions at Academy of Collaborative Education (ACE) are made based on merit and qualifications, free from favoritism or perceived conflicts of interest. This policy is designed to promote fairness, transparency, and public trust.

1. ACE Code of Ethics

ACE and all of its employees, officers, representatives, or trustees are bound by and must comply with the provisions in the Louisiana Code of Governmental Ethics. (See [LA-R.S. 42:1111](#), et seq.). This generally means that all transactions or agreements entered into by ACE must be carefully assessed to ensure that there are no “conflicts of interest.” A “conflict of interest” occurs when the personal interest, financial or otherwise, of a person who owes a duty to ACE actually or potentially diverges with the person’s professional obligations to the best interest of ACE.

It is the policy and practice of ACE that no employee shall use their relationship or employment with the school, or any of its parents or students, for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations, or business entities. Employees, officers, representatives, and trustees are strictly prohibited from directly or indirectly accepting favors, additional compensation, or anything of economic value in connection with any transaction or business being conducted by ACE. Any appearance of favoritism or influence in doing business with or on behalf of ACE is strictly prohibited.

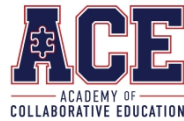
Employees must complete required Ethics training during the first month of the school year. Employees are required to seek out trainings that comply with the Louisiana Ethics Administration Program. Available trainings can be found on the [Louisiana Ethics Administration Program website](#).

ACE’s Code of Ethics should not be construed as in any way limiting the obligations on public employees and public servants in the Louisiana Code of Ethics.

2. Outside Employment

While employees may hold outside jobs, ACE employees must still meet the performance standards of their position and scheduled workday. Further, any outside employment that creates a conflict of interest is prohibited. Employees whose financial situations require them to hold a second job, part-time or full-time, or who intend to engage in a separate business enterprise of their own must disclose to ACE in writing the outside employment.

ACADEMY OF COLLABORATIVE EDUCATION
505 Glenmar Avenue | Monroe, LA 71201
aceforasd.org | (318) 327.8223
Tax ID: 86-3614943



Employees may not conduct outside work during ACE working time or use school property, equipment, or facilities in connection with outside work. If ACE determines that an employee's outside work interferes with their performance or that the employee is failing to meet ACE expectations because of the outside work, the employee may be asked to terminate the outside employment if they wish to remain employed with ACE.

If during the course of the employee's employment with ACE the outside job causes a conflict with the employee's role with ACE or results in benefit or gain by the employee in violation of the Code of Ethics, ACE has the discretion to evaluate whether it is appropriate for that employee to maintain both outside and ACE employment and has the discretion to ask the employee to terminate the outside employment if they wish to remain employed with ACE. This policy applies to all instances of outside employment including while on approved leave.

3. Relatives

ACE recognizes that it may employ members of the same family. However, one family member may not directly or indirectly supervise another or process, review, or audit the work of another. For purposes of this policy, family members include spouses, parents, stepparents, siblings, stepsiblings, children, stepchildren, and aunts/uncles. Further, a supervisor may not hire or supervise an individual if that individual and the supervisor have an ongoing romantic relationship.

4. Performance Evaluations and Oversight

If a familial relationship exists within the same department or school, a plan must be developed to ensure a neutral third party oversees evaluations, supervision, and any personnel actions. Employees may not participate in the evaluation or disciplinary process of any immediate family member.

The Executive Director will appoint a designee to provide or will provide evaluations, supervision, make promotion decisions, or disciplinary actions as appropriate. Appointees may include the Principal, Executive Director, or Program Manager as may be necessary.

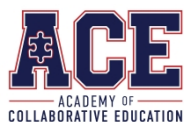
5. Hiring Procedures

All vacancies will be publicly posted and open to all qualified applicants.

A hiring panel will be impaneled for interviews, and panel members should disclose any relationships with applicants and recuse themselves prior to the interview process.

Interview documentation and hiring rationales should be retained and available for review to demonstrate fair and equitable selection processes.

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6. Fraternization

ACE's success depends on positive employee morale and good team working relationships. ACE recognizes that sometimes romantic relationships can develop between people who work together. However, such relationships between a supervisor and a subordinate often cause morale problems or the perception of favoritism. For these reasons, ACE has developed the following policy concerning romantic relationships between supervisors and employees/team members.

The relationship between supervisors/managers and their subordinates should be limited to a professional basis. No supervisor or manager should pursue any romantic relationship with any employee/team member who reports either directly or indirectly to them. Should such a relationship develop, even inadvertently, it is the responsibility of both parties to bring the fact of the relationship to the attention of HR. In such cases, ACE will consider what alternative reporting or other arrangements can be made in the best interest of all involved. Failure to bring the relationship to the attention of HR may result in disciplinary action, up to and including termination of both employees involved.

ACE does not have a policy against dating between employees/team members who are on the same peer level. However, if at any time any dating situation, request for dates or other romantic pursuits between employees/team members interferes with the employee's work environment or that of other employees, ACE may intervene to stop such conduct consistent with ACE's policy against sexual harassment.

7. Disclosure and Reporting

All employees must disclose any familial and/or romantic relationships with current staff or applicants upon hire and annually thereafter.

Employees must also disclose any changes in circumstances that may result in a potential conflict of interest.

8. Training and Awareness

Annual training on professional ethics, workplace conduct, and this policy will be provided to all staff.

Administrators will receive additional training regarding conflict of interest and personnel decisions.

9. Enforcement and Violations

Violations of this policy may result in corrective action, up to and including reassignment, removal from supervisory duties, or termination.

Commented [BL1]: Will ACE provide the training or require employees to obtain the training through available resources on Louisiana Ethics Administration Program's website?

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Concerns about potential violations may be reported anonymously to [Designated HR or Ethics Officer], and all reports will be investigated confidentially and without retaliation.

Approved by: [Board Name or Executive Director]

Effective Date: [Insert Date]

Next Review Date: [Insert Date]

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